

January 20, 2004

Richard Ingram  
Churchill County Sheriff  
73 N. Maine Street, Suite A  
Fallon, NV 89406

Re: Alternative Deployment Agreement between Western Wireless Corporation and the Churchill County, Nevada Public Safety Answering Point ("PSAP") for the Implementation of Wireless E911 Phase I Service

Dear Sheriff Ingram:

Western Wireless Corporation ("Western Wireless") and the PSAP are working together to deploy wireless E911 Phase I service in Churchill County pursuant to the rules and orders of the Federal Communication Commission ("FCC"). The parties have had on-going discussions regarding the deployment of E911 service following the request for Phase I service submitted to Western Wireless from the PSAP on September 10, 2003. The parties recognize that the successful deployment of E911 service involves many parties and many steps including an assessment of the Local Exchange Carrier ("LEC") infrastructure, an evaluation of the capabilities of the PSAP, a review of the Intrado MPC database, an understanding of the Western Wireless network and Phase I solution, and a comprehensive analysis and deployment of other Phase I network elements including the ordering and delivery of necessary trunks and circuits. Consequently, the parties have agreed to a collaborative effort under which they will continue to evaluate the capabilities and readiness of the above-mentioned Phase I network elements to transmit, transport, or receive a Phase I signal consisting of both the ANI and ALI data elements. Following such analysis, the parties agree to put in place on their respective equipment the necessary network components needed to either deliver or receive an E911 Phase I call.

The parties, taking the FCC's E911 deployment rules into account, acknowledge that a request for service is valid when the requesting PSAP is capable of receiving and utilizing the service, and that upon receipt of a valid request, the carrier must deploy service within six months. The parties further recognize that completing a Phase I deployment in Churchill County within the FCC's six-month window may be difficult and the deployment may encounter certain unexpected delays. The parties agree that the best approach to overcoming such obstacles and finishing the deployment is to work together.

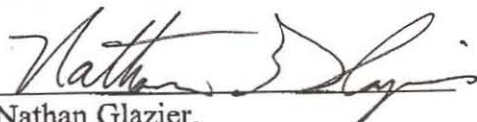
The parties desire to work cooperatively to deploy service in good faith and have agreed to allow for an additional three months in which to complete the deployment

process. Under this arrangement, each party will continue to upgrade its respective equipment to enable it to, in Western Wireless' case, send the E911 signal, and in the PSAP's case, to receive the signal by June 30, 2004. In consideration of adopting this cooperative approach to completing the E911 Phase I deployment, the parties agree to the following:

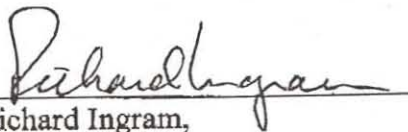
- Western Wireless agrees to not challenge the validity of the PSAP's requests for Phase I service.
- Western Wireless agrees to deem the PSAP's request for Phase I service as being valid according to the FCC's rules and orders.
- PSAP agrees that the deployment will not be completed within the six month schedule as required by the FCC, and the *PSAP shall* not hold Western Wireless responsible for the delay in completing the Phase I deployment *prior to June 30, 2004*.
- PSAP agrees to not file a complaint or seek enforcement of the FCC's six month deployment requirement against Western Wireless *prior to June 30, 2004*.
- Both parties agree to continue working in good faith to complete the deployment of E911 Phase I service in Churchill County.

In recognition of this voluntary and cooperative agreement between the parties, each has attested below with their signature.

WESTERN WIRELESS CORPORATION

By:   
Nathan Glazier,  
Manager of Regulatory Affairs

CHURCHILL COUNTY  
SHERIFF'S DEPARTMENT

By:   
Richard Ingram,  
Churchill County Sheriff